

REMARKS

Applicants respectfully traverse and request reconsideration.

Claims 1-33 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,765,138 (Aycock). In the “Response to Arguments” section of the Final Office Action, the Office Action states that it would have been obvious to combine the teachings of Aycock with a certification program for a fee such as those like ISO-Online and Perry Johnson, Inc. Applicants’ attorney has gone online to ISO-Online and Perry Johnson, Inc., by way of example, and it appears that these companies, for example, such as Perry Johnson, do not offer any online vendor certification program of any kind. In fact, it appears that Perry Johnson, Inc. provides onsite training for compliance with certain ISO standards for example and offers seminars at hotels. As such, these sites do not appear to teach providing a vendor certification program on a fee basis via a network as required in the claims. For argument sake, if one were to combine the teachings of Perry Johnson for example with that of Aycock, the result would seem to be an inoperable system since Perry Johnson appears to send its instructors onsite. Moreover, there is no discussion by Perry Johnson of any preferred business partner program or vendor certification program as required in the claims. Accordingly, the claims are in condition for allowance.

In addition, the ISO-Online web page merely seems to indicate that it is a site for providing information related to ISO standards and provides for example, online catalogs and online stores. There does not appear to be any teaching or suggestion of providing a curriculum via a communication network on a fee basis as required by the claims. If the rejection is maintained, Applicants respectfully request a showing as to where the ISO-Online or Perry Johnson, Inc. websites teach the alleged operation.

Moreover, the “finality” of the Office Action also should be withdrawn since the final action appears to rely on new prior art not previously presented to the Applicants. For

example, on page 3 of the Final Action, the Office Action again states that the claims would have been obvious and the Examiner presents more documents that are alleged to support the obviousness of the claimed invention. However, in looking at the Online Learning at Florida State University information for example, Applicants are unsure what portion is the alleged vendor certification program with a curriculum as alleged in the Office Action. In any event, the Applicants will not dispute that Florida State University has an Online Learning website. However, combining the Florida State University website teachings with that of Aycock would not result in the claimed subject matter for several reasons.

For example, as Applicants noted in the previous response, Aycock has been cited as teaching a vendor certification program comprising a curriculum via a communication network. However, such teachings appear to be missing in the Aycock reference. Aycock appears to merely teach providing a Request for Quote (RFQ) template which is filled out by a supplier. The supplier response to the completed Request for Quote form is then stored in a tangible medium. There is no vendor certification program nor curriculum offered via the network of Aycock as alleged in the Office Action. For example, Aycock does not supply any courses or training to the suppliers, but instead the suppliers merely fill out responses relating to the supplier's own capabilities as indicated for example, in col. 5, stating that the quality control capabilities of the suppliers are evaluated (see col. 5, line 1). There are no courses offered by Aycock. For example, the Request for Quotes do not teach or train the supplier in the operations of the entity seeking supplier responses. This is required, for example, by the claims by an entity having a vendor certification program that includes a curriculum which is provided via a communication network on a fee basis. Since Aycock is silent as to having a vendor certification program that includes a curriculum via a communication network, the claims are in condition for allowance.

Moreover, the Florida State information also fails to teach any type of vendor certification program or vendor curriculum, nor is there any granting of any certified vendor status upon the vendor indicated in a notification, nor does any certified vendor status confer preferential consideration during acquisition decisions by an entity. Accordingly, the claims are in condition for allowance. Again, as noted above to the extent that the Online Learning at Florida State University prior art is used against Applicants' claimed invention, the claims are still believed to be allowable.


The dependent claims add additional novel and non-obvious subject matter. For example, as to claim 5, there is no teaching or suggestion of granting variable levels of certified vendor status wherein an increasing number of the personnel that has successfully completed the vendor certification program certifies increasing levels of preferential consideration. In the Final Action, the Office Action indicates that because Aycock uses a maturity level of a supplier, it would have been obvious to modify Aycock to provide a plurality of personnel that take courses and then somehow basing or conferring increased levels of preferential consideration based on the number of personnel that have completed the program. However, there is no reasoning given for such a combination. There are no similar features in the prior art as alleged in the Office Action.

Aycock teaches a completely different approach in that first there are no vendor certification curriculums offered via the Aycock system and second, there are no tie ins of the number of personnel to any vendor certification vendor status, nor is there any concept of completing or tracking the number of successfully completed vendor certification programs on a per personnel basis as required in the claims. For example, Aycock appears to be silent as to tracking any number of personnel of a given supplier that completes the RFQs. In fact, there would be no need for doing so since Aycock doesn't rely on any curriculum to determine how many people of particular vendors has taken and passed certain courses

relating to an entity that is desirous of hiring the vendor. To the contrary, the Aycock reference teaches tracking a quality control capability of a supplier for example, based on a questionnaire in the form of a Request for Quote. Accordingly, this claim is also believed to be in condition for allowance.

Accordingly, Applicants respectfully request that a timely Notice of Allowance be issued in this case. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

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